



## Legal Protection for Both Parties in the Execution of E-Commerce Based Buying and Selling Agreements Grounded in Justice

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**ABSTRACT:** The internet media used for trading is known as electronic commerce (e-commerce), a business process that provides facilities between buyers and sellers or companies, consumers, and specific communities in electronic transactions related to goods, services, and information. In order for the parties involved in the transaction to feel more comfortable and secure, electronic transactions have been regulated in the ITE Law. The research method used in this study is normative or doctrinal. The nature of this legal research is prescriptive. The technique of collecting legal materials in this research is through document study or literature review. The results of the study indicate that the process of implementing buying and selling transactions through e-commerce is carried out in several stages, namely Offer, Acceptance, Payment, and Delivery. The buying and selling agreement through e-commerce is included in electronic contracts. Based on Article 1 number 17 of Law Number 11 of 2008 concerning Electronic Information and Transactions. Article 1320 of the Civil Code which is then reaffirmed in Article 47 paragraph (2) of Government Regulation Number 88 of 2012 concerning the Implementation of Electronic Systems and Transactions. Legal protection for Shopee consumers is based on the Consumer Protection Law Number 8 of 1999 and the Electronic Information and Transactions Law No. 11 of 2008 can be seen in regulations regarding consumer rights protection and compensation.

**KEYWORDS:** Buying, Selling, Consumer Legal Protection, E-Commerce, Internet

### INTRODUCTION

In this modern era, an increasing number of individuals tend to opt for engaging in online buying and selling activities, driven by various advantages it offers, one of which is time efficiency. In the context of implementing online buying and selling transactions, both buyers and sellers are no longer bound to physical meetings at a specific location but can conduct transactions from the comfort of their respective homes through available e-commerce applications (Hakim et al., 2023).

The theory formulated by Don Tapscott Kahrović & Kahrović (2021), sheds light on the revolutionary phenomenon of internet development, where in the future, business processes are projected to undergo transformation into economic activities adopting a different format from conventional economics, known as the digital economy. With the growing number of internet users, indicating the increasing benefits of internet presence, it can be predicted that future business developments will be increasingly characterized by various digital economic activities (Spash, 2020).

With technological breakthroughs, this system will evolve into a digital economy where business actors no longer need physical store forms, and consumers no longer need to bother visiting stores and queuing when making transactions. Simply by using a phone or computer connected to the internet from anywhere, both sellers and buyers can easily and quickly carry out buying and selling transactions (Williams, 2021).

Jain et al., (2021), the internet media used for trading is known as electronic commerce (e-commerce), a business process that provides facilities between buyers, sellers, companies, consumers, and specific communities in electronic transactions related to goods, services, and information. This definition is in line with legal regulations in Indonesia, known as Electronic Transactions, as explained in Article 1 number 2 of Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Electronic Information and Transactions (hereinafter referred to as the ITE Law).

To ensure that all parties involved in transactions feel more comfortable and secure, these electronic transactions have been regulated in the ITE Law. This online business model is not only practical but also overcomes distance barriers in trading goods and substantially simplifies the business world. Consequently, parties involved in buying and selling can conduct transactions without requiring face-to-face meetings (Ahearne et al., 2022).



Although buying and selling activities are common in society, they have shifted from conventional methods to a new lifestyle emphasizing online transactions via the internet. E-commerce has become a new lifestyle model in the trading world, facilitating people in conducting buying and selling activities (Ilhami et al., 2022).

Cases that occur, both causing losses to sellers and buyers, highlight the importance of understanding consumer protection laws, as regulated in Law Number 8 of 1999 concerning Consumer Protection. This law provides legal certainty for both parties in buying and selling business transactions by regulating the rights and obligations of both business actors and consumers (Aspan et al., 2023).

Given the complexity of this phenomenon, the author feels it necessary to conduct further research to gain a deep understanding of the process of forming buying and selling agreements in the context of e-commerce and legal protection for parties involved in online buying and selling transactions based on the principle of justice.

## RESEARCH METHODOLOGY

This article applies the normative or doctrinal research method because it systematically explains regulations related to legal protection in electronic transactions, specifically legal protection for parties involved in buying and selling through e-commerce. The nature of this legal research is prescriptive, aiming to provide recommendations on how to address specific issues (Soekanto, 1986). The study utilizes a case approach and a statute approach.

Through the case approach, the author examines legal violation cases experienced by parties in e-commerce transactions. Meanwhile, the statute approach involves analyzing legal regulations and regulations regarding legal protection for parties in buying and selling through e-commerce. The research employs document analysis or literature review as the technique for collecting legal materials. The researcher will gather primary legal materials by examining various regulations related to online buying and selling, particularly regarding the protection of parties in marketplace transactions.

## RESEARCH RESULTS

### A. The process of the occurrence of a sale and purchase agreement between the parties involved in buying and selling through E-commerce.

#### 1. The Process of Sale and Purchase Agreement through E-Commerce

The transaction process of buying and selling through e-commerce is essentially not much different from the conventional buying and selling process commonly done in the physical world. The execution process of buying and selling transactions through e-commerce is carried out in several stages, as follows:

- A. Offering: The buying and selling transaction process through e-commerce begins with an offer from the business entity or seller. This offering process is conducted by the seller through an e-commerce website on the internet. The seller provides product catalogs offered in the e-commerce account owned by the seller. The catalog contains information such as product photos, product names, and prices. If potential buyers are interested in the products, they can open the catalog to get more detailed information such as product specifications, detailed product photos, and reviews about the product from previous buyers.
- B. Acceptance: The acceptance process in the execution of buying and selling through e-commerce occurs after the potential buyer decides to choose a specific item offered by the seller or business entity. If the potential buyer or consumer is interested in buying one of the offered items, the item will be saved until the potential buyer/consumer feels confident in their choice. Then, the buyer/consumer will proceed to the payment stage.
- C. Payment: In the execution of buying and selling through e-commerce, payment can be made through internet facilities, but still adheres to the national financial system, which refers to the local financial system. Payment methods can be classified as follows:
  - 1) ATM model transaction, involving only financial institutions and account holders who will withdraw or deposit their money from their respective accounts.
  - 2) Payment through third parties, generally involving debit, credit, or check processes. Payment methods that can be used include online credit card payment systems and online check payment systems.



- 3) In certain e-commerce platforms, there is a Cash on Delivery (COD) payment method, allowing buyers to make payments after the ordered products are delivered to them.
  - 4) Shipping: It is a process carried out after the payment for the items offered by the seller to the buyer. In this case, the buyer is entitled to receive the intended items. In reality, the items subject to the agreement are shipped by the seller to the buyer with shipping costs as previously agreed upon between the seller and the buyer.
- D. Based on the electronic transaction process outlined above, it is apparent that buying and selling can be conducted not only conventionally, where sellers and buyers meet face-to-face, but also solely through the internet. Thus, individuals who are far apart or in different locations can still engage in buying and selling transactions without the need to meet in person, thereby enhancing efficiency in terms of time and cost for both sellers and buyers. However, because sellers and buyers do not meet directly in the execution of buying and selling activities through e-commerce, the question arises as to when the agreement between the parties occurs.

Although the execution of sale and purchase agreements through e-commerce is not done conventionally by meeting face-to-face between the seller and the buyer, in practice, it still refers to the provisions of Article 1458 of the Civil Code, which states that an agreement is deemed to have occurred when one party expresses agreement (consent) to the substance of the agreement expressed by the other party. It is this statement that serves as the basis for agreement (expression of intent from both parties).

## 2. The Validity of Sale and Purchase Agreements through E-Commerce

The agreement of sale and purchase through e-commerce falls under the category of electronic contracts. According to Article 1, number 17 of Law Number 11 of 2008 concerning Electronic Information and Transactions, an electronic contract refers to an agreement made by parties through an electronic system.

A sale and purchase agreement becomes legally binding on the parties if it meets the requirements for a valid agreement as stipulated in Article 1320 of the Civil Code. Similarly, in the execution of sale and purchase agreements through e-commerce, the agreement is deemed valid if it satisfies the prerequisites for a valid electronic contract. The conditions for a valid electronic contract refer to Article 1320 of the Civil Code, which is reiterated in Article 47 paragraph (2) of Government Regulation Number 88 of 2012 concerning the Implementation of Electronic Systems and Transactions.

Based on Article 47 paragraph (2) of Government Regulation Number 88 of 2012 concerning the Implementation of Electronic Systems and Transactions, an electronic contract is considered valid if:

- A. There is an agreement between the parties;
- B. The parties are legal subjects capable or authorized to represent in accordance with the provisions of the laws and regulations;
- C. There is a specific subject matter;
- D. The transaction object does not contradict the laws and regulations, morality, and public order.

The provisions regarding the requirements for a valid electronic contract are aligned with Article 1320 of the Civil Code regarding the validity requirements of an agreement. Electronic contracts in the buying and selling activities through e-commerce must also adhere to various contract principles in the Civil Code, such as:

### 1. Principle of Freedom to Contract

Article 1338 paragraph (1) of the Civil Code states that all agreements made validly are legally binding on those who make them. However, freedom does not imply without limits; the freedom to make an agreement must not contravene the law, public order, and morality. Thus, it can be concluded that the principle of freedom to contract in e-commerce contracts entails the freedom to determine what and with whom the agreement is made.

### 2. Principle of Consensualism

The principle of consensualism is reflected in Article 1320 of the Civil Code (number 1), which stipulates that an agreement is formed simply through mutual consent. Essentially, no specific formality is required to validate the agreement as long as there is mutual consent.

The consent refers to agreement on the essential elements or substance of the agreement. Article 1338 paragraph (1) of the Civil Code states that "All agreements made validly are legally binding on those who make them." The contract in buying and selling through e-commerce occurs when the seller presents a form containing the contract details, and the buyer agrees to the



content of the contract by clicking the "buy now" button as a sign of consent. Thus, this indicates the alignment of intentions between the seller and the buyer.

### 3. Principle of Good Faith

The principle of good faith is regulated in Article 1338 (3) of the Civil Code, which states that "All agreements must be implemented in good faith." The substance of the principle of good faith in an agreement in Article 1338 paragraph (3) of the Civil Code is not only interpreted grammatically, meaning that good faith only arises during the contract execution stage.

### 4. Principle of Pacta Sunt Servanda

The principle of Pacta Sunt Servanda is a binding force; this principle can be found in Article 1338 paragraph (1), which states that "every agreement made validly is legally binding on those who make them." Contracts in e-commerce occur due to an agreement between businesses and buyers regarding what is agreed upon, meaning that with such an agreement, legal obligations arise that must be fulfilled by the parties. With the contract agreed upon by the buyer and the seller, the contract is binding on both parties and acts as law for both parties.

Agreements in e-commerce consist of essential, natural, and accidental parts as elements of the agreement, as follows:

#### A. Essential Elements

These are elements that must be present in the agreement, such as the existence of goods and price in e-commerce contracts.

#### B. Natural Elements

These are elements that are typically present or inherent in the agreement, so they silently adhere to the agreement, such as guaranteeing against hidden defects in the goods sold.

#### C. Accidental Elements

These are elements that must be explicitly agreed upon, such as the delivery address of the goods and the payment method used.

## 3. The Theory of Justice in the Process of Implementing Buying and Selling Through E-commerce

In the implementation of buying and selling activities through e-commerce, both the seller and the buyer have rights that must be protected. Both the seller and the buyer bear the same risks because in the execution of buying and selling through e-commerce, the two parties do not meet directly.

The buyer, who has to make payment before receiving the purchased goods, faces the risk of receiving items that do not match what was agreed upon earlier. However, this risk can now be avoided with the existence of cash on delivery (COD) payment methods, which allow the buyer to make payment after receiving the goods. The COD payment method provides greater protection for the buyer, but increases the risk for the seller, namely the possibility of the buyer refusing to pay for the purchased goods.

In Law Number 8 of 1999 concerning Consumer Protection, there are articles that regulate the rights and obligations of both business actors and consumers. Justice according to John Rawls is a condition of equality among individuals. If we look at Articles 4 to 7 of Law Number 8 of 1999 concerning Consumer Protection, in order to achieve justice in the implementation of buying and selling through e-commerce, both business actors and consumers must have their rights protected, not just focusing on the rights of one party.

## B. Legal Protection for Parties in E-commerce Transactions

### 1. Breach of Contract in the Implementation of E-commerce Transactions

In conducting E-commerce transactions, disputes or misunderstandings between sellers and buyers may arise. The primary cause of such disputes is breach of contract, where the foundation of the agreement lies in the mutual understanding between both parties, leading to the fulfillment of the agreed terms. If either party fails to meet their obligations under the contract, it may lead to a condition known as breach of contract.

The execution of these agreements can be facilitated through platforms like Shopee, an E-commerce platform accessible via electronic media. Hence, parties engaging in buying and selling transactions must first agree to utilize the agreed-upon electronic system.

One case of loss experienced by a buyer concerns the purchase of a digital watch (smartwatch). The buyer conducted the transaction through the Shopee E-commerce platform. The seller described the sold item as an Aolon Navi R Original Smartwatch, High Precision GPS, 3ATM Waterproof Swimming, Call Fitness Training, in the product description. Upon receiving the product



and making the payment, the buyer found that while the initial appearance of the watch matched the seller's description, an error occurred when the buyer attempted to use it during ablution. The buyer felt aggrieved as the seller's description stated the watch was waterproof and came with a one-month warranty, yet when the buyer attempted to claim the warranty within the stipulated time frame, it was no longer possible. Additionally, the watch malfunctioned and became unusable within two days of the error, resulting in a loss of Rp. 656,000 (six hundred and fifty-six thousand Indonesian Rupiah) for the buyer.

Another case involves a loss incurred by a seller, namely the perfume brand "Usual." Usual engaged in online buying and selling activities through the Shopee marketplace. While Usual fulfilled all its obligations adequately, during the delivery process, the perfume sent by the seller was damaged due to the fault of the shipping service. As a result of this incident, the seller incurred a loss of Rp. 269,000 (two hundred and sixty-nine thousand Indonesian Rupiah) as they had to compensate the buyer by sending a new product, despite the damage not being the seller's fault.

The elements constituting a breach of contract by the seller are met, as per Article 1236 of the Civil Code. In this case, the seller can be deemed to have breached the contract as they were unable to fulfill their obligation, resulting in the loss of the subject matter, or rendering it susceptible to damage. In essence, the criteria for fault (schuls) are fulfilled, possibly due to intentionality or negligence on the part of the seller. These elements include:

- 1) Fault due to intent: Based on the buyer's case, according to the Civil Code regarding the elements of breach of contract committed by the debtor, the criteria for intent are met. Under Article 1453 of the Civil Code, the criterion for intent on the part of the opposite party essentially leads to losses for the creditor. Intent here refers to the debtor's intention and desire for a creditor or consumer to incur losses, as experienced by the buyer. The criterion for negligence lies in the debtor's awareness of the poor condition of the item sold and the reasonable assumption that the sold item would be detrimental to consumers but still choosing to ship the item.
- 2) Fault due to negligence: In the case experienced by the seller, this falls under the criterion of fault due to negligence, as per Article 1238 of the Civil Code, where the debtor performs something not allowed in the agreement. The debtor is considered to have breached the contract for exceeding the stipulated time limit. In the seller's case, the shipping service's negligence in performing its duties or failure to comply with Standard Operating Procedures resulted in the seller incurring losses by having to resend the sold goods/products to the buyer.

Based on the above explanations, the author employs examples of buying and selling transactions through the Shopee E-commerce platform, which provides facilities for transactions between buyers and sellers or companies, consumers, and specific communities in electronic transactions related to goods, services, and the most sought-after information by all demographics.

## 2. Legal Protection for Parties in Buying and Selling Transactions Through E-commerce

Essentially, legal protection instruments for consumers in a trading transaction are manifested in two forms of regulation: legal protection through specific legislation (laws, government regulations, etc.) that are general in nature for anyone conducting transactions, and legal protection based on agreements specifically made by the parties, manifested in the substance/content of the agreement between consumers and producers, such as provisions regarding compensation, claim submission periods, dispute resolution, and so on (Howells, 2020).

Among these two forms of legal protection, legal protection through regulatory provisions is the most effective instrument to be used, considering that regulatory provisions can serve as the basis for both parties in making agreements, and the government through its apparatus can enforce the application of these laws.

### A. Legal Protection from Shopee

In conducting transactions on Shopee, it is possible that problems may arise between sellers and buyers. In this regard, Shopee, as a third party that serves as the intermediary between sellers and buyers and also contributes to the buying and selling activities between sellers and buyers, provides dispute resolution rules to buyers if sellers default on the items sold to buyers, causing buyers to suffer losses. Shopee assists in resolving return/refund of items by providing a return/refund feature. The reasons for returning funds/items include:

- a. Receiving an order but encountering issues such as:
  - 1) Incomplete or empty order;
  - 2) Incorrect product (size, color, or different product);



- 3) Defective product;
- 4) Product malfunction;
- 5) Non-original product;
- 6) Product differs from description or photo.

b. Not receiving the ordered item.

The process that Shopee will follow in resolving return/refund issues includes:

- a. The Shopee team will carefully examine the case and evidence provided to find a fair solution;
- b. The Shopee team will request supporting documents from the buyer or seller within a specified timeframe;
- c. Upon receiving the documents, the Shopee team will conduct further investigation and verification;
- d. Shopee advises buyers and sellers to remain actively engaged through the chat feature regarding return/refund requests.

Buyers can request a return of items or funds for purchased products by pressing the "request return" feature on the ordered product page. Buyers who wish to request a return of items/funds can contact the seller first by chatting from the seller's shop page to discuss and provide information to the seller or determine the solution offered by the seller. Buyers and sellers can determine the desired solution if choosing the partial refund option, with each given 1 (one) day to respond whether they accept it or not and given the solution proposed. Buyers can discuss a higher refund amount by submitting a new offer up to 3 (three) times.

If within the specified time the refund is not received or there is a discrepancy between the actual and expected refund amount, the buyer can contact Shopee Customer Service by providing proof of the received amount not matching.

## B. Legal Protection Based on the Civil Code

Despite the presence of hidden defects in goods, whether known or unknown to the seller, the seller remains obligated to compensate the buyer by refunding the amount paid by the buyer. This is explained in the Civil Code as follows:

- 1) Article 1506 of the Civil Code states, "He is obliged to bear hidden defects, even if he himself is unaware of the defect, unless in such a case, he has requested or stipulated that he is not obliged to bear anything."
- 2) Article 1508 of the Civil Code states, "If the seller has knowledge of the defect in the goods, then in addition to being required to refund the received purchase price, he is also obliged to compensate for all costs, losses, and interest to the buyer."

Based on these articles, it is clear that the seller has responsibility for the goods in their possession. Defects in or errors of goods provided to the buyer constitute a breach of promise, namely default, by the seller in fulfilling the sales agreement, thus in this case the seller is required to pay or compensate the prices incurred by the buyer.

Based on the Civil Code, if the seller defaults, the seller's responsibility is to bear the losses and repay the amount paid by the consumer in the sales transaction. Meanwhile, the Buyer has the right to choose the process to be used to resolve the sales default issue. Thus, the resolution of sales default based on the Civil Code that can be carried out by the buyer includes:

Article 1480 of the Civil Code states, "If delivery due to negligence of the seller cannot be executed, then the buyer may demand the cancellation of the purchase according to the provisions of Articles 1266 and 1267." This article explains that the cancellation of the sales agreement can be cancelled by the buyer if the seller defaults and vice versa.

## C. Legal Protection Based on Law No. 8 of 1999 on Consumer Protection

Regarding online buying and selling activities through Shopee, Law No. 8 of 1999 concerning Consumer Protection in Chapter IV explains prohibited actions for business actors, based on the issues in this thesis research, the relevant actions prohibited by business actors in carrying out their activities are:

- 1) Article 8 paragraph (2) "Business actors are prohibited from trading damaged, defective, or used goods, and contaminated without providing complete and correct information about the intended goods."
- 2) Article 9 paragraph (1) Business actors are prohibited from offering, promoting, advertising a good and/or service falsely, and/or as if:
  - a. The goods have met and/or have certain discounts, special prices, specific quality standards, styles, or modes, certain characteristics, certain histories or purposes;
  - b. The goods are in good condition and/or new;



- c. The goods and/or services have obtained and/or have certain sponsors, approvals, specific equipment, certain advantages, characteristics or accessories;
- d. The goods and/or services are made by a company that has sponsors, approvals or affiliations;
- e. The goods do not contain hidden defects;
- f. The goods are accessories of certain goods;
- g. The goods come from a specific area;
- h. Directly or indirectly denigrate other goods and/or services;
- i. Using exaggerated words, such as safe, harmless, risk-free, or side effects without complete information;
- j. Offering something that contains uncertain promises.

In Law No. 8 of 1999 concerning Consumer Protection in Chapter V regarding the Inclusion of Standard Clauses, business actors or sellers are prohibited from providing terms or conditions that contradict the prevailing laws and regulations in sales agreements, wherein such standard clauses release the business actor from liability for the goods traded, as stated in Article 18 paragraph (1), which reads: Business actors in offering goods and/or services intended for trade are prohibited from creating or including standard clauses in any documents and/or agreements.

Based on the provisions of Law No. 8 of 1999 concerning Consumer Protection, found in Chapter VI regarding the Responsibilities of Business Actors, if a business actor defaults in a sales agreement for products or goods to the buyer, i.e., if the goods are defective, then the seller is required to perform the actions outlined in Articles 19-23 of the Consumer Protection Law.

Law No. 8 of 1999 concerning Consumer Protection is a specific law that can override provisions in the Civil Code if the provisions in the Civil Code conflict with the provisions in Law No. 8 of 1999 concerning Consumer Protection. However, if the provisions in the Civil Code do not conflict with Law No. 8 of 1999 concerning Consumer Protection, then the provisions in the Civil Code remain valid to supplement any shortcomings in the provisions of Law No. 8 of 1999 concerning Consumer Protection.

#### D. Legal Protection Based on Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE Law)

In Article 1 paragraph 2 of the ITE Law, it is mentioned that Electronic transactions are legal actions carried out using computers, computer networks, or other electronic media. Electronic transactions for buying and selling (e-commerce) are one manifestation of these provisions. Electronic contracts in electronic transactions must have the same legal force as conventional contracts.

The basis for resolving disputes arising in countries that are not under the jurisdiction of Indonesia, in Article 38 of Law No. 11 of 2008 concerning Information and Electronic Transactions, provides that "Every person may file a lawsuit against parties that operate Electronic Systems and/or use Information Technology that cause losses". According to this article, the public can file a lawsuit on behalf of parties that operate Electronic Systems and/or use Information Technology that harm the public, in accordance with the provisions of the legislation.

This is in line with the provisions in Article 23 of the Consumer Protection Law, which gives authority to institutions to resolve problems that arise. The occurrence of breach of contract lawsuits certainly arises from a contractual legal relationship (agreement) between the parties, thus giving rise to legal rights and obligations for the parties entering into the agreement. Where rights and obligations here are manifested in what is called performance. When performance is not fulfilled/not implemented/implemented not as it should be according to the agreement agreed upon by the parties, then what is called breach of contract (breach of promise) arises.

In addition to being resolved using civil procedures, violations in electronic transactions containing criminal elements such as fraud, embezzlement, or account hacking, can also be processed criminally, as stated in Article 19 paragraph (4) of the Consumer Protection Law which states that "The granting of compensation does not eliminate the possibility of criminal charges based on further evidence of the existence of wrongdoing".

The provisions of electronic contracts and consumer protection in online buying and selling transactions, based on the ITE Law and the PP PSTE, are still recognized as electronic transactions that can be accounted for. Approval to purchase goods online by clicking agreement on the transaction is a form of acceptance action that states agreement in the agreement on electronic transactions and the applicability of all provisions therein.



Furthermore, the forms of protection provided to consumers in online buying and selling transactions with the enactment of the ITE Law can be divided into 4 (four), namely:

1. Supervision of business actors, including clarity of identity, and must have official permission from authorized officials. Article 9 of Law Number 11 of 2008.
2. Protection of consumers' personal data from misuse, because consumers often before starting transactions are required to provide complete identity information. Article 26 of Law Number 11 of 2008.
3. Providing clear and accurate information about products (goods and/or services), this is a consumer right accommodated by Article 9 of Law Number 11 of 2008.
4. Providing clear and complete information about transaction mechanisms and related matters.

## CONCLUSION

The process of executing buying and selling transactions through e-commerce involves several stages: Offer, Acceptance, Payment, and Delivery. Despite the non-conventional nature of executing purchase agreements through e-commerce without face-to-face interaction between the seller and the buyer, it still adheres to the provisions of Article 1458 of the Indonesian Civil Code (KUHPperdata). Such agreements fall under electronic contracts, as stated in Article 17 of Law Number 11 of 2008 concerning Electronic Information and Transactions (UU ITE), which reaffirms Article 1320 of KUHPperdata reiterated in Article 47 paragraph (2) of Government Regulation Number 88 of 2012 regarding the Organization of Electronic Systems and Transactions.

Legal protection for Shopee consumers is based on Consumer Protection Law Number 8 of 1999 (UUPK) and Law Number 11 of 2008 on Electronic Information and Transactions (UU ITE), as seen in regulations concerning consumer rights and compensation. Consumers who suffer damages can file lawsuits in accordance with UUPK and UU ITE, providing legal certainty. The government and society also play a crucial role in conserving consumers through monitoring functions.

The responsibilities of Shopee and business actors for consumer losses are fully regulated in the terms of service available on the Shopee shopping site. This allows consumers to report losses, block negative content, offer Shopee Guarantees, provide refunds, monitor fake seller accounts, and protect personal information and credit card details. Shopee is fully responsible for consumer losses due to errors in the web portal system. Compensation can take the form of refunds or replacement of damaged goods, although Shopee's liability has limitations.

The government, as the representative or institution responsible for formulating, issuing, or creating laws related to electronic transactions, especially online purchases, should specify the extent of business actors' and marketplaces' responsibilities in compensating consumer losses. Specific regulations on handling online purchases will provide new legal frameworks to address e-commerce issues. Consumers, who are often disadvantaged in electronic transactions, particularly online purchases, should be more selective, diligent, and cautious in every transaction they make. Given the significantly complex risks involved in online transactions, as they represent a free market without geographical limitations.

## REFERENCES

1. Ahearne, M., Atefi, Y., Lam, S. K., & Pourmasoudi, M. (2022). The future of buyer–seller interactions: A conceptual framework and research agenda. *Journal of the Academy of Marketing Science*, 1-24.
2. Aspan, H., Wahyuni, E. S., Prabowo, A., & Zahara, A. N. (2023). Enhance Cyber Notary For Buyers Online Buying And Sale. *Jurnal Ekonomi*, 12(02), 1684-1688.
3. Hakim, N., Al, B. M. A. M. H., & Humaid, M. S. M. B. (2023). Ethics of Buying and Selling Online Sharia Economic Perspective: Study of the Concept of Iqâlah. *Demak Universal Journal of Islam and Sharia*, 1(01), 18-26.
4. Howells, G. (2020). Protecting consumer protection values in the fourth industrial revolution. *Journal of Consumer Policy*, 43(1), 145-175.
5. Ilhami, M. R., Abbas, E. W., Mutiani, M., Jumriani, J., & Rusmaniah, R. (2022). The Social Values of the Banjar People in Traditional Markets. *The Innovation of Social Studies Journal*, 4(1), 71-83.
6. Jain, V., Malviya, B. I. N. D. O. O., & Arya, S. A. T. Y. E. N. D. R. A. (2021). An overview of electronic commerce (e-Commerce). *Journal of Contemporary Issues in Business and Government*, 27(3), 665-670.





7. Kahrović, E., & Kahrović, E. (2021). The impact of digital transformation on the formulation of new corporate strategic directions. *International Journal of Economic Practice and Policy*, 18(2), 192-209.
8. Soekanto, S. (1986). *Pengantar Penelitian Hukum*. Universitas Indonesia (UI-Press): Jakarta
9. Spash, C. L. (2020). A tale of three paradigms: Realising the revolutionary potential of ecological economics. *Ecological Economics*, 169, 106518.
10. Williams, L. D. (2021). Concepts of Digital Economy and Industry 4.0 in Intelligent and information systems. *International Journal of Intelligent Networks*, 2, 122-129.

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*Cite this Article: Naufal Akbar Kusuma Hadi, Suraji (2024). Legal Protection for Both Parties in the Execution of E-Commerce Based Buying and Selling Agreements Grounded in Justice. International Journal of Current Science Research and Review, 7(6), 3830-3838*